SUPREME COURT OF THE UNITED STATES.

No. ~~200.~~ 121.

FREDERICK GELPCKE, PLAINTIFF IN ERROR,

vs.

THE COUNTY OF DUBUQUE.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF IOWA.

GOVERNMENT PRINTING OFFICE.

SUPREME COURT OF THE UNITED STATES.

No. 200.

FREDERICK GELPCKE, PLAINTIFF IN ERROR,

vs.

THE COUNTY OF DUBUQUE.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF IOWA.

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1 At a term of the circuit court of the United States, in and for the district of Iowa, begun and holden at Des Moines, on the third Tuesday of October, A. D. 1863, the following, among other proceedings, were had, to wit:

On the 25th day of September, A. D. 1863, there was filed in the office of the clerk of the said circuit court a petition in the words and figures following, that is to say:

Petition.

Circuit court of the United States of America for the circuit and district of Iowa.—October term, 1863.

FREDERICK GELPCKE
v.
THE COUNTY OF DUBUQUE.

Frederick Gelpcke, a subject of the king of Prussia and an alien, claims of the county of Dubuque, a corporation, and who is a citizen of the
2 State of Iowa, the sum of seventy-five thousand dollars, and for cause of such claim the plaintiff says that the said defendant executed and delivered its certain coupon bond, numbered 1, and dated the first day of September, 1855, whereby it promised to pay S. F. Jessup & Co., of the city of Dubuque, or bearer, the sum of ten hundred dollars, on the first day of September, A. D. 1875, with interest at the rate of eight per cent. per annum, payable semi-annually, on the first day of March and September of each year, on the surrender of the respective and proper coupons to said bond annexed; the principal of said bonds being by the terms thereof payable at the agency of the defendant in the city of New York, and the interest thereof at the banking-house of Brest & Gelpcke, in the city of Berlin, in the kingdom of Prussia. And plaintiff says that defendant neglected and refused to pay the whole or any part of the interest of said bond which has fallen due since that time, being the
3 interest on said bond for three and a half years. Plaintiff says that by delivery he became, before the same became due, and now is, the owner and holder of the said coupons which represent the unpaid interest for the three and a half years aforesaid, which coupons he tenders to the court for cancelation upon the rendition of a judgment thereon.

Plaintiff further says that the said defendant executed and delivered its certain coupon bond, numbered 101, and dated the first day of September, 1855, whereby it promised to pay S. F. Jessup & Co., of the city of Dubuque, or bearer, the sum of five hundred dollars, on the first day of September, A. D. 1872, with interest at the rate of eight per cent. per annum, payable semi-annually, on the first day of March and September of each year, on the remainder of the respective and proper coupons to said bond annexed. The principal of *of* said bonds being , by the terms thereof, at the agency of the defendant in the city of New York, and the interest thereof at the banking-house of Brest & Gelpcke, in the city of Berlin, kingdom
4 of Prussia. And plaintiff says that the defendant neglected and refused to pay the interest on said bond which fell due on the first day of March, A. D. 1860, and has neglected and refused to pay the whole or any part of the interest on said bond which has fallen due since that time, being the interest on said bond for three and a half years. Plaintiff says that by delivery he became, before the same became due, and now is, the owner and holder of the said coupons which represent the interest for the three and a half years aforesaid, which coupons he tenders to the court for cancelation upon the rendition of a judgment thereon.

5 EXHIBIT A.

Bond.

UNITED STATES OF AMERICA,
State of Iowa, County of Dubuque:

No. 1. $1,000.

The county of Dubuque, in the State of Iowa, for and in consideration of ten shares of the capital stock, of one hundred dollars each, in the Dubuque and Pacific Railroad Company, hereby promises to pay to F. S. Jessup & Company, of the city of Dubuque, or bearer, the sum of one thousand dollars, on the first day of September, 1875, with interest at the rate of eight per cent. per annum, payable semi-annually, on the first day of March and September of each year, on surrender of the respective and proper coupons hereto annexed. Principal of this bond payable at the agency of the county in the city of New York, and the interest thereof payable at the banking-house of Brest & Gelpcke, in the city of Berlin, kingdom of Prussia. For the faithful performance of which promise the the said county is hereby pledged, in accordance with the provisions of the code of Iowa.

6 This obligation is one of one hundred bonds, of one thousand dollars each, respectively numbered one (1) to one hundred, (100,) inclusive, and is secured by special tax of one per cent. per annum, voted by the people of Dubuque County in pursuance of an express provision of the code of Iowa authorizing such vote, and which, by the code, is a special lien upon the entire property of the county, and is in every respect equivalent to a mortgage of the same. It is farther secured by a pledge of the ten shares, of one hundred dollars each, in the capital stock of the Dubuque and Pacific Railroad Company, which is placed in the hands of trustees duly authorized.

In witness whereof, I, Stephen Hempstead, county judge of said county, hereunto set my hand and affix the seal of the county of Dubuque, Iowa, at the city of Dubuque, in said county, this 1st day of September, 1855.

[SEAL.] S. HEMPSTEAD.

Coupon No. 1 *to No.* 40.

7 The county of Dubuque will pay the holder hereof, on the first day of March, 1856, at the banking-house of Brest & Gelpcke, in the city of Berlin, kingdom of Prussia, forty dollars, U. S. currency, (at the rate of forty-two silver groschen for each dollar, or 56 thalers, Prussian currency,) the same being the interest then due on this bond No. 1.

Dated this first day of September, 1855.

MICHAEL O'BRIEN, *Treasurer.*

$40, No., payable 1st Sept., '56, and on each 6 months till all paid.

Acknowledgment.

STATE OF IOWA, *County of Dubuque:*

On the thirteenth day of October, in the year one thousand eight hundred and fifty-five, before me, Benjamin Rupert, clerk of the district court in and for said county, personally came Stephen Hempstead, county judge of the county of Dubuque, in the State of Iowa, personally known to me to be the identical person whose name is affixed to the foregoing bond or obligation, and known to me to be county judge of the county of Dubuque, having full power and authority to bind said county of Dubuque by contract,

8 and who, in behalf of said county of Dubuque, acknowledged said bond or obligation to be his voluntary act and deed and the voluntary act and deed of said county of Dubuque.

In testimony whereof, I have hereunto affixed my name and caused the seal of said district court to be hereunto affixed, on the day and year first above mentioned.

BENJAMIN RUPERT, *Clerk.*

Certificate of trust.

We certify that we hold in trust, for the faithful payment of the bond as within stated, ten shares, of one hundred dollars each, of capital stock of the Dubuque and Pacific Railroad Company.

—— ——, *Trustees.*

25 bonds of the tenor— 55 bonds payable 1st Sept., 1874, with 38 coupons attached; 25 bonds payable 1st Sept., 1873, with 36 coupons attached; 25 bonds payable 1st Sept., 1872, with 34 coupons attached.

9 EXHIBIT B.

Copy of bond.

UNITED STATES OF AMERICA,
State of Iowa, county of Dubuque:

No. 101. $500.

The county of Dubuque, in the State of Iowa, for and in consideration of five shares of the capital stock, of one hundred dollars each, in the Dubuque and Pacific Railroad Company, hereby promises to pay F. S. Jessup & Company, of the city of Dubuque, or bearer, the sum of five hundred dollars on the first day of September, 1872, with interest at the rate of eight per cent. per annum, payable semi-annually on the first day of March and September of each year, on surrender of the respective and proper coupons hereto annexed.

Principal of the bond payable at the agency of the county in the city of New York, and the interest thereof payable at the banking-house of Brest & Gelpcke, in the city of Berlin, kingdom of Prussia, for the faithful performance of which promises the said county is hereby pledged in ac-
10 cordance with the provisions of the code of Iowa. This obligation is one of two hundred bonds of five hundred dollars each respectively, numbered from 101 to 300, inclusive, and is secured by a special tax of one per cent. per annum voted by the people of Dubuque County in pursuance of an express provision of the code of Iowa authorizing such vote, and which by the code is a special lien upon the entire property of the county, and is in every respect equivalent to a mortgage of the same. It is further secured by a pledge of the five shares of one hundred dollars each in the capital stock of the Dubuque and Pacific Railroad Company, which is placed in the hands of trustees duly authorized.

In witness whereof, I, Stephen Hempstead, county judge of said county, have hereunto set my name and affixed the seal of the county of Dubuque, Iowa, at the city of Dubuque, in said county, this first day of September, 1855.

[SEAL.] STEPHEN HEMPSTEAD.

The county of Dubuque will pay to the holder hereof, on the 1st day of March, 1856, at the banking-house of Brest & Gelpcke, in the city of Berlin, kingdom of Prussia, twenty dollars United States currency, at the rate of forty-two silver groschen for each dollar, or twenty-eight (28) thalers Prussian currency, the same being the interest then due on their bond No. 101, dated the first day of Sept., 1855; the next on the first Sept., 1856, and so on alternately from No. 1 to 34.

MICHAEL O'BRIEN, *Treasurer.*

Acknowledgment.

STATE OF IOWA, *county of Dubuque, ss:*

On the twelfth day of December, in the year of our Lord one thousand eight hundred and fifty-five, before me personally came Stephen Hempstead, county judge of Dubuque County, in the State of Iowa, personally known to me to be the identical person whose name is affixed to the foregoing bond, and known to me to be the county judge of said county of Dubuque,
12 having full power and authority to bind said county by contract, and on behalf of said county of Dubuque acknowledged said bond or obligation to be his voluntary act and deed and the voluntary act and deed of the said Dubuque County.

In witness whereof, I have hereunto affixed my name and caused the seal of the district court to be hereunto affixed on the day and year above written.

[SEAL.] BENJAMIN RUPERT, *Clerk.*

The bonds and coupons sued on in the first one hundred counts are the same as the copy hereto annexed, marked "Exhibit A," and the bonds and coupons sued on in the last two hundred counts are the same as the copy hereto annexed, marked "Exhibit B," except as to number.

Plaintiff therefore prays judgment for the said sum of seventy thousand dollars with interest and cost.

ALLISON & CRANE
And JOHN L. HARVEY,
Attorneys for plaintiff.

13 *Demurrer.*

In the circuit court of the U. S. for the State of Iowa.

FREDERICK GELPCKE
vs.
THE COUNTY OF DUBUQUE.

And now comes the said defendant and demurs to the petition of the plaintiff, and alleges the following grounds for such demurrer, to wit:

First. Because the defendant had no authority of law to issue bonds for any purpose whatever.

Second. Because the defendant had no authority of law to issue bonds to aid in the construction of the Dubuque and Pacific railroad, and for the purpose of taking stock therein.

Third. Because the petition does not show that the bonds sued on were issued to aid in the erection of public buildings, or to construct or aid in constructing any road or bridge which called for an extraordinary expenditure after the question whether money should be borrowed for any such purpose had been submitted by the county judge of said county of Dubuque to the people of said county at a regular election, or at a special one
14 called for that purpose, and that said question had been decided in the affirmative by a vote of the people of the said county of Dubuque at such election.

Fourth. Because the petition does not show a cause of action against the defendant.

WILSON & MULKEN
And JOHN H. O'NEILL,
Att'ys for Def't.

And afterwards, on the same day, the following proceedings were had in the said cause, viz:

1855

Demurrer sustained.

FREDERICK GELPCKE
v.
THE COUNTY OF DUBUQUE.

This cause now coming on to be heard upon the defendant's demurrer to the plaintiff's petition, George Crane and John L. Harvey appeared for the plaintiff and Thomas S. Wilson and John H. O'Neill for the defendant, and the arguments of counsel being heard and the court being fully ad-
15 vised, the said demurrer is sustained; to which the plaintiff excepts.

Whereupon the plaintiff's counsel asked leave to file an amendment to the petition, which is granted.

And afterward, on the same day, the plaintiff filed an amendment to his petition in the words and figures following, viz:

Amendment to the original petition.

FREDERICK GELPCKE
v.
THE COUNTY OF DUBUQUE.

Plaintiff, for amendment to the original petition, says: 1st. That heretofore, before the issuing of the bonds sued on, a petition, signed by many citizens and tax-payers of the county of Dubuque, was presented to the judge of the county court of said county, praying that the said judge would cause
16 the question to be submitted to the vote of the people of the county, whether the county would take stock in the Dubuque and Pacific Railroad Company and issue bonds therefor to the amount of $200,000. On the presentation of said petition, at the May term, 1853, of the county court of said county, the Dubuque and Pacific Railroad Company, by Platt Smith, esq., its attorney, appeared and urged upon the said judge the submission of said question to the people; and at the same time the county of Dubuque, by the prosecuting attorney of said county, also appeared and objected to the submission of said question, on the ground that the county had no power nor legal authority to take stock in a railroad company, nor to borrow money to aid in the construction of such road, nor to issue the bonds aforesaid. Whereupon, at the same term of said court, it was adjudged that the county had power and legal authority to take stock in said railroad company
17 and to aid in the construction thereof and to issue the said bonds, and thereupon it was ordered by said court that the question aforesaid should be submitted to a vote of the people of the county, and that a proclamation issue accordingly, from which judgment, decision, and order of the said county court the said Dubuque County appealed to the district court of Dubuque County, Iowa.

Upon the hearing of the said case so appealed as aforesaid in the district court it was submitted to the court, by consent of parties, upon the following points: whether the county had the constitutional right to assist in the construction of such a railroad within the bounds of said county; 2d, whether, if such constitutional right exists, the proceedings in said cause were regular and in accordance with the code of Iowa; 3d, whether the code authories such proceedings and subscription. And after full consideration of the matter, the court decided the said three propositions in the
18 affirmative, and ordered and adjudged that the proceedings of the county court be affirmed, and that the same be declared legal and valid; from which judgment of the said district court, the county of Dubuque appealed to the supreme court of the State of Iowa, which said supreme court did afterwards, upon a final hearing of the causes, affirm the judgment of the said district court.

And plaintiff says that the bonds sued on are the same bonds issued by the county of Dubuque, in pursuance of a vote of the people of said county, taken under and by virtue of the proclamation ordered to be made by the said county court at the May term, 1853, as above set forth, and that this plaintiff bought said bonds from the Dubuque and Pacific Railroad Company after said adjudication, and claims title to them under and through the said railroad company.

2d. That heretofore, before the issuing of the bonds sued on, a petition signed by many of the citizens of the county of Dubuque was pre-
19 sented to the judge of the county court of said county, praying that the said judge would cause the question to be submitted to be a vote of the people of the county, whether the county could take stock in the Dubuque and Pacific Railroad Company, and issue bonds therefor to the amount of $200,000. On the presentation of said petition at the May term, 1853, of the county court of said county, the Dubuque and Pacific Railroad Company, by Platt Smith, esq., its attorney, appeared and urged upon the said judge the submission of said question to the people, and at the same time the county of Dubuque, by the prosecuting attorney of said county, also appeared and objected to the submission of said question, on the ground that the county had no power nor legal authority to take stock in a railroad company, nor to borrow money to and in the construction of such road, nor issue the bonds aforesaid. Whereupon, at the same term of said court it was adjudged that the county had power and legal authority
20 to take stock in said railroad company and to aid in the construction thereof and to issue the said bonds, and thereupon it was ordered by said court that the question aforesaid should be submitted to a vote of the people of the county, and that a proclamation issue accordingly, from which judgment, decision, and order of said county court, the said Dubuque County appealed to the district court of Dubuque County, Iowa. Upon the hearing of said case, so appealed as aforesaid, in the said district court, it was submitted to the court, by consent of parties, upon the following points: 1st, whether the county of Dubuque has the constitutional right to assist in the construction of such a railroad within the bounds of said county; 2d, whether, if such constitutional right exists, the proceedings in said cause were regular and in accordance with the code of Iowa; 3d, whether the code authorizes such proceedings and subscription. And after full consider-
ation of the matter, the court decided the said three propositions in
21 the affirmative, and ordered and adjudged that the proceedings of the county court be affirmed and that the same be declared legal and valid. And plaintiff says that the bonds sued on are the same bonds issued by the county of Dubuque in pursuance of a vote of the people of said county, taken under and by virtue of the proclamation ordered by said county court at the May term, 1853, as above set forth, and that this plaintiff bought said bonds from the Dubuque and Pacific Railroad Company after said adjudication, and claims title to them under and through the said railroad company.

3d. That heretofore, before the issuing of the bonds sued on, a petition, signed by many citizens of the county of Dubuque, was presented to the judge of the county court of said county, praying that the said judge would cause the question to be submitted to a vote of the people of the county, whether the county would take stock in the Dubuque and Pacific
22 Railroad Company, and issue bonds therefor to the amount of $200,000. On the presentation of said petition at the May term, 1853, of the county court of said county, the Dubuque and Pacific Railroad Company, by Platt Smith, esq., its attorney, together with numerous citizens of the county of Dubuque, viz, the petitioners aforesaid, appeared for and in

behalf of the submission of said question to the people, and at the same time other citizens, tax-payers, of the county of Dubuque, appeared and objected to the submission of such question, on the ground that the county had no power nor legal authority to take stock in a railroad company, nor to borrow money to aid in the construction of such road, nor to issue the bonds aforesaid. Whereupon, at the same term of said court, it was adjudged that the county had power and legal authority to take stock in said railroad company, and to aid in the construction thereof, and to issue the said bonds; and thereupon it was ordered by said court that the
23 question aforesaid should be submitted to a vote of the people of the county, and that a proclamation issue accordingly. From which judgment, decision, and order of the said county court, the citizens opposed to the issuing of said proclamation appealed to the district court of Dubuque County, Iowa. And upon the hearing of said case, so appealed as aforesaid in the said district court, it was submitted to the court, by consent of parties upon the following points: 1st, whether the county has the constitutional right to assist in the construction of such a road within the bounds of said county; 2d, whether, if such constitutional right exists, the proceedings in said cause were regular and in accordance with the code of Iowa; 3d, whether the code authorizes such proceedings and subscription. And after full consideration of the matter the court decided the said three propositions in the affirmative, and ordered and adjudged that the proceedings of the county court be affirmed, and that the same be declared legal and
24 valid.

And plaintiff says that the bonds sued on are the same bonds issued by the county of Dubuque in pursuance of a vote of the people of said county taken under and by virtue of the proclamation ordered to be made by the said county court at the May term, 1853, as above set forth, and that the plaintiff bought said bonds from the Dubuque and Pacific Railroad Company after said adjudication, and claims title to them under and through the said railroad company.

ALLISON & CRANE, & JOHN L. HARVEY,
Attorneys for Pl'ff.

And afterward, on the same day, there was filed a demurrer to the petition as annexed, in the words following:

Demurrer.

In the circuit court of the U. S. for the State of Iowa.

FREDERICK GELPCKE
v.
THE COUNTY OF DUBUQUE.

25 And now comes the said defendant and demurs to the petition of the plaintiff, as amended, and assigns for causes of demurrer the following, to wit:

First. Because the defendant had no authority of law to issue bonds to aid in the construction of the Dubuque and Pacific railroad, and for the purpose of taking stock therein.

Second. Because the defendant had no authority of law to issue bonds to aid in the construction of the Dubuque and Pacific railroad, and for the purpose of taking stock therein.

Third. Because the petition, as amended, does not show that the bonds sued on were issued to aid in the erection of public buildings, or to construct, or aid in constructing, any road or bridge which called for an extra-

ordinary expenditure, after the question whether money should be borrowed for any such purpose had been submitted by the county judge of said
26 Dubuque County to the people of said county, at a regular election, or at a special one called for that purpose, and that said question had been decided in the affirmative by a vote of the people of said county of Dubuque, at such election.

Fourth. Because the matters of record pleaded by plaintiff, in the 1st, 2d, and 3d counts of the amendment to the petition, were not adjudicated between the parties to this suit or their privies.

Fifth. Because the matters of record pleaded by plaintiff, in the 1st, 2d, and 3d counts to the amendment to the petition, do not estop the defendant from denying the validity of the bond sued upon.

Sixth. Because the matters of record pleaded by plaintiff, in the 1st, 2d, and 3d counts of the amendment to the petition, do not constitute an estoppel, because the county court of Dubuque County had no jurisdiction to pass upon or adjudicate the matters in said record contained, nor could
27 the district court exercise appellate jurisdiction of said matters.

Seventh. Because the petition, as amended, does not show a cause of action against the defendant, or that said bonds or coupons were legally issued.

WILSON & MULKERN,
And JOHN O'NEILL, *Att'ys for Def't.*

And afterward, on the same 29th day of October, 1863, the following proceedings were had in the said circuit court, namely:

FREDERICK GELPCKE
vs.
THE COUNTY OF DUBUQUE.

This cause now coming on to be heard upon the defendant's demurrer to the plaintiff's petition as amended, it is considered by the court that the demurrer be sustained; to which action of the court, in sustaining the
28 demurrer, the plaintiff, by his counsel, excepts; and the plaintiff not wishing further to amend, but choosing to stand by his said petition, as heretofore amended, it is considered by the court that the plaintiff's action be dismissed, and that the defendant have and recover of and from the plaintiff the costs in this action accrued, taxed at $37 85, and that execution issue therefor.

And thereupon came the plaintiff and filed his writ of error, citation, and bond for costs, and the said writ of error was allowed.

And afterwards the following stipulation was filed, to wit:

Stipulation.

FREDERICK GELPCKE
vs.
THE COUNTY OF DUBUQUE.

It is agreed between the plaintiff and defendant in this case, that in making up the transcript for the Supreme Court, of the three hundred counts of the original petition, only the 1st and 101st counts of said petition
29 need be copied into said transcript. The first one hundred counts being upon one hundred bonds of the same tenor and date as the bond described in the first count, except that they are not numbered the same, but are numbered from one to one hundred. The last two hundred counts being upon two hundred bonds of the same tenor and date as the bond described in the one hundred and first count, except that they are not numbered the same, but are numbered from one hundred and one to two

hundred. And the fact that only the first and one hundred and first counts are copied into the transcript shall work no prejudice to either party.

Dated October 29th, A. D. 1863.

DUBUQUE COUNTY,
By T. S. WILSON & JNO. H. O'NEIL,
Attorneys.

FREDERICK GELPCKE,
By JOHN L. HARVEY, *his Att'y.*

30 Circuit court of the United States, district of Iowa.

FREDERICK GELPCKE
vs.
THE COUNTY OF DUBUQUE.

I, W. G. Woodward, do hereby certify that the foregoing twenty-eight pages of writing constitute a full, true, and complete transcript of the record and proceedings of the aforesaid court in the above-named cause.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said circuit court, at Des Moines, this 11th day of November, A. D. 1863.

W. G. WOODWARD,
Clerk of the circuit court of the United States for the district of Iowa.

Cost of C. C.	$37 85
Transcript	6 00
	43 85

Citation, filed October 29, 1863.

31 United States of America to the county of Dubuque greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, on the first Monday in December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the ninth circuit, and the district of Iowa, wherein Frederick Gelpcke is plaintiff and you, the said county of Dubuque, are defendant in error, to show cause, if any there be, why the judgment in the said writ of error mentioned should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness the Honorable James M. Love, one of the justices of the said circuit court, this 29th day of October, A. D. 1863.

J. M. LOVE,
Judge of the said Circuit Court.

We hereby admit service of the above citation, and agree to appear accordingly, and without further notice.

Dated this 29th day of October, 1863.

DUBUQUE COUNTY,
By T. S. WILSON & JNO. H. O'NEIL, *Att'ys.*

32 UNITED STATES OF AMERICA, *ss:*

The President of the United States of America to the judges of the circuit court of the United States for the ninth circuit, and the district of Iowa, greeting:

Because in the record and proceedings, as also in the rendition of a judg-

ment in a plea and on demurrer, which is in said circuit court of the United States, before you, between Frederick Gelpcke and the county of Dubuque, a manifest error hath happened, to the great damage of the said Frederick Gelpcke, as by his complaint appears, and it being fit that the error, if any there hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, you are hereby commanded, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the seventh day of December next, in the said Supreme Court to be then and there held, that the
33 record and proceedings aforesaid, being inspected, the said Supreme Court may cause further to be done therein, to correct that error, what of right and according to law and custom of the United States should be done.

Witness the Honorable Roger B. Taney, chief justice of the Supreme Court of the United States, this 29th day of October, in the year of our Lord one thousand eight hundred and sixty-three, and of the independence of the United States the eighty-seventh.

UNITED STATES, *district of Iowa:*

Done by me, in the circuit court of the United States for the district of Iowa, this 29th day of October, A. D. 1863.

In witness whereof, I have hereto set my hand and affixed the seal of the said court.

W. G. WOODWARD,
Clerk of said Circuit Court.

In obedience to the foregoing writ of error, I have hereto annexed
34 and do return the foregoing transcript of the records, proceedings, and judgment, in the said cause of Frederick Gelpcke *v.* the county of Dubuque.

W. G. WOODWARD,
Clerk of the said Circuit Court, Iowa.

Filed December 24, 1863.